



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
IPBUNIVERSITY  
BOGOR, WEST JAVA, INDONESIA  
AND  
POLISSIA NATIONAL UNIVERSITY  
ZHYTOMYR, UKRAINE**



In consideration of the wish of the IPB University, Indonesia and Polissia National University, Ukraine to establish cooperation within the framework of the academic, scientific and development collaboration:

This agreement entered into by and between:

**IPB UNIVERSITY or INSTITUT PERTANIAN BOGOR** (hereinafter referred to as "**IPB**") as a Public Higher Education Institution established in 1963 whose address is at Institut Pertanian Bogor, Kampus IPB Darmaga, 16680 Bogor, West Java, Indonesia represented herein by its Rector, Prof. Dr. Arif Satria and shall include its lawful representatives and permitted assigns of the first party.

and

**Polissia National University, Ukraine** (hereinafter referred to as "**PNU**") as a Public Higher Education Institution represented herein by its Rector, Prof. Dr. Oleg Skydan and shall include its lawful representatives and permitted assigns of the second party.

**Whereas:** Parties agree to cooperate on academic and scientific programs based on equality and reciprocity;

**Whereas:** Parties are convinced of the fundamental role of scientific research and education in the generation, adaptation and transfer of knowledge and technologies to address the complex issue of feeding the world through agricultural science and technology

**Whereas:** Parties desire to establish a strong and effective base for collaboration and ensure maximum harmony and synergy in the work of the two organizations towards their common goal of strengthening education in agricultural sciences

**Whereas:** Parties wish to cooperate closely on matters of mutual interest having due regard to their respective objectives, mandates and functions;

**Whereas:** Pursuant to prevailing laws and regulations in their respective countries, as well as the procedures and policy of the Government of Indonesia and the Government of Ukraine concerning international collaboration on academic, and education practices;

**Now, therefore,** in consideration of the above, the Parties have decided to enter into a Memorandum of Understanding (MoU) which, from the date of its signature



**Parties agree as follows:**

### **Article One Objective**

The objective of the collaboration between IPB and PNU to fostering academic, and the development of education programs between two universities.

### **Article Two Area of Collaboration**

IPB and PNU agree to develop the following collaborative activities in academic, scientific and development programs of mutual interest:

- a. Exchange of faculty and administrative staff;
- b. Exchange of students and credit transfers;
- c. Conduct of collaborative lectures and symposia;
- d. Conduct of collaborative training, internship and apprentice programs;
- e. Exchange of academic information and materials;
- f. Development and promotion of other academic cooperation as mutually agreed

### **Article Three Methods of Cooperation**

1. The development and implementation of each program based upon this agreement shall be negotiated and agreed upon by both parties under a separate agreement prior to the initiation of the particular program which carry out these activities in accordance with the laws and regulations of the respective countries.
2. In every Program/Project Document, the following topics will be dealt with by mutual consent: aims, duration, results, input, budget, management, publication and intellectual property right. Both parties will appoint supervisors responsible for the formulation and implementation of the concerned program or project.

### **Article Four Financial Provision**

1. The cost of any activity or program to be carried out or done under the framework of the MOU shall be in consultation between the Parties according to collaborative proposal between both parties may be restricted depending upon the availability of resources and financial support at the universities concerned either from National and International funding agencies.
2. The terms and necessary budget for each program and project will be described in separate documents, which will be prepared subsequent to this Memorandum of Understanding and Letters of Agreement will be signed by both parties prior to the initiation of a cooperative program or project. A program may include one or more projects.

### **Article Five Non-Binding Document**

This MOU is not intended to be legally binding document. It is meant to describe the nature and to suggest the guidelines of the cooperation between the Parties as described above. Nothing thereupon shall diminish the full autonomy of either Party nor will any constraints be imposed by either Party upon the other carrying out this MOU.



## **Article Six Publications and Intellectual Property Right**

The Parties are entitled to use the results of their scientific cooperation for further educational and scientific purposes, including the right to publish the results. The publication may be joint or separate as determined in each Letter of Agreement, which shall also contain any specific arrangements about the intellectual property resulting from the joint activity concerned.

## **Article Seven Confidential Information**

Subject to the governing law of each institution's jurisdiction regarding public records, the universities agree not to use or disclose to anyone information belonging to the other party which is disclosed in connection with this Agreement which is of confidential nature and agree not to make any announcements of any nature in respect to this Agreement without the consent of the other party hereto.

## **Article Eight Amendment and Modification**

1. In the event that one or several items of this MOU is deemed inapplicable due to certain prevailing juridical decisions, political reason or legislative acts, both parties will look for alternative agreements on this or these litigious points. All other applicable items of this MOU will remain in force, but only for the continuation of the current year.
2. This MOU may be modified or amended by mutual consent in writing of the Parties. Such modification or amendment shall enter into force on such date as may be mutually agreed upon by the Parties and shall form part of this MOU.

## **Article Nine Settlement of Dispute**

Any dispute arising out of the interpretation or implementation of this MoU shall be settled amicably by consultation or negotiation among The Parties.

## **Article Ten Force Majeure**

Delay in or failure of performance of either party hereto shall not constitute a default hereunder or give rise to any claim for damage if and to the extent such delay or failure is caused by any event beyond the control of the party affected which the party had no reasonable way of preventing or grounds to anticipate, including but not limited to an act of war, natural disaster, fire, explosion, labor dispute. The affected party shall immediately notify the other party in writing of the causes and expected duration of any such occurrence.

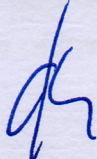


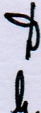
### **Article Eleven Duration and Termination**

1. This agreement is valid for a period of five (5) years from the date of signing by the representatives of both universities. This agreement shall be renewed after being reviewed and renegotiated by both universities.
2. This agreement may, at any time during its period of validity, be terminated by any party, upon prior notice to the other in writing not later than six (6) months before the termination date.
3. Termination of this MOU shall not affect any other commitment or arrangement made prior to the termination.

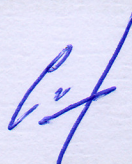
IN WITNESS WHEREOF, the undersigned, the Authorized Representatives, have signed this **MOU** on this 25 day of 11 2020, in two originals in the English language, both equally authentic and it will take effect from the date of signature.

**IPB University**



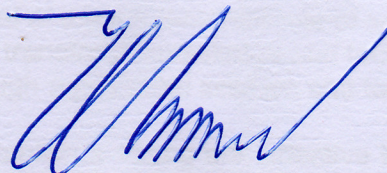
 Prof. Dr. Arif Satria  
**Rector**

**Polissia National University**



Prof. Dr. Oleg Skydan  
**Rector**

**Witness:**



Prof. Dr. H. Yuddy Chrisnandi, S.H., M.E.  
**the Ambassador Extraordinary and Plenipotentiary  
of the Republic of Indonesia to Ukraine**